



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 19, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 JANUARY 19, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**MONTH TO MONTH EXTENSION OF CONTRACT WITH SUPERIOR PROPERTY SERVICES,
INC., FOR ZERO TOLERANCE GRAFFITI ABATEMENT SERVICES
WITHIN THE UNINCORPORATED COUNTY AREAS OF
ACTON, AGUA DULCE, FAIR OAKS, AND SAND CANYON ZONE 5D
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to amend the contract with Superior Property Services, Inc. for Zero Tolerance Graffiti Abatement Services in the unincorporated County areas of Zero Tolerance Zone 5D – Acton, Agua Dulce, Fair Oaks, and Sand Canyon, to extend the contract on a month-to-month basis for up to a six-month period until a replacement contract is awarded.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the work continues to be exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County employees.
3. Approve Amendment 4 to Contract No. 75503 with Superior Property Services, Inc., located in Pico Rivera, California, for Zero-Tolerance Graffiti Abatement Services in the unincorporated County areas of Zero Tolerance Zone 5D – Acton, Agua Dulce, Fair Oaks,

and Sand Canyon to extend the contract on a month-to-month basis for up to a six-month period at a not to exceed amount of \$20,424 until a replacement contract is awarded.

4. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to execute the amendment upon proper execution by the contractor and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to extend these services on a month to month basis for up to six months starting on February 1, 2010, while the Department of Public Works (Public Works) completes the solicitation process for a replacement contract. The continuation of the services is necessary to ensure continuation of the zero-tolerance graffiti abatement services in the unincorporated County areas of Zero-Tolerance Zone 5D – Acton, Agua Dulce, Fair Oaks, and Sand Canyon. The preparation of replacement contract solicitations began several months ago, but due to an error in the geographical description of the service area, it was necessary to cancel the solicitation and proceed with a resolicitation of this area. When proposals have been received and evaluated, Public Works will recommend contract awards to your Board for continued provision of these services.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

The requested not-to-exceed amount is \$20,424 for a six-month period plus an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required. This amount is based on a monthly amount of \$3,404.

Funding for these services is included in the Fiscal Year 2009-10 General Fund, Road Fund, and Special Road District 5 Fund Budgets.

The current contract does not have a cost-of-living provision.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment, which is substantially reflected in the enclosed form (Enclosure), will continue the current contract's terms, specifications, and conditions. Public Works will obtain

County Counsel approval as to form, prior to execution of the Amendment. The Director of Public Works or her designee will execute the Amendment in accordance with your Board's authorization.

Your Board approved this contract on January 10, 2006, Agenda 43. The contract commenced on February 1, 2006, and was for an initial one year period with three 1-year renewal options for a total contract period of four years. The contract was amended on April 4, 2006, and November 14, 2006, to include additional areas; and on September 1, 2007, to reflect the new living wage hourly rates. The contract is set to expire on January 31, 2010.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that the service continues to be more economically performed by an independent contractor than by County employees.

Since this is a Proposition A contract, Public Works has determined that the contractor continues to comply with the requirements of the Living Wage Program (Los Angeles County Code, Chapter 2.201) and agrees to continue to pay its full-time employees providing County services a living wage.

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This routine maintenance service of public facilities for graffiti removal is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contract's services.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Administrative Services Division.

The Honorable Board of Supervisors
1/19/2010
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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Office of Affirmative Action Compliance

AMENDMENT 4 TO CONTRACT NO. 75503ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5D

THIS AMENDMENT, made and entered into this ____ day of _____, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SUPERIOR PROPERTY SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75503 was entered into between the COUNTY and the CONTRACTOR, on January 10, 2006, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services – Zone 5D for an initial period of one year commencing on February 1, 2006, with three 1-year renewal options; and

WHEREAS, this Contract was amended April 4, 2006, and November 14, 2006, to expand the scope of service area; and

WHEREAS, this Contract was amended on September 1, 2007, to reflect the new living wage hourly rates; and

WHEREAS, the COUNTY has exercised all four renewal options and, with the term of the Contract, is set to expire on January 31, 2010; and

WHEREAS, the parties desire to extend the contract on a month-to-month basis for up to six months at an amount not to exceed \$20,424, while completing the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to provide the service, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75503 between them shall be amended as follows:

FIRST: The CONTRACTOR shall provide continuous performance of this Contract commencing on February 1, 2010, on a month-to-month basis up to the maximum period of six months, through and including July 31, 2010, unless the COUNTY provides written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

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SECOND: This Contract's not-to-exceed amount for a maximum six-month period for graffiti abatement services in Zero-Tolerance Graffiti Abatement Services – Zone 5D is \$20,424 (\$3,404 monthly), or such greater sum as the Board may approve.

THIRD: The following provision is incorporated into the Contract as Part II, Exhibit B, Section 10, Compliance with County's Defaulted Property Tax Reduction Program:

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Chapter 2.206 of the Los Angeles County Code (Attachment 1, Exhibit G).

B. CONTRACTOR'S Warranty of Compliance with COUNTY'S Defaulted Property Tax Reduction Program

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from the COUNTY through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with COUNTY'S Defaulted Property Tax Reduction Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to Los Angeles County Code, Chapter 2.206.

FOURTH: Except as modified in the AMENDMENT, all terms, conditions, requirements, and specifications of the Contract, shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name